1 2 3 4 5 6 7	WINDTBERG & ZDANCEWICZ, PLC Post Office Box 51826 Phoenix, Arizona 85076 Phone: (480) 584-5660 Fax: (480) 584-5958 courtdocs@wzfirm.com Michael Zdancewicz - 12426 Marc Windtberg - 24802  Attorneys for Capital One Auto Finance, a division of Capital One, N.A.							
8	UNITED STATES BANKRUPTCY COURT							
9	DISTRICT OF	F ARIZONA						
10 11 12 13 14 15 16 17 18 19	In re:  William Adrian Harton and Ariel Keyana Harton,  Debtors.  Capital One Auto Finance, a division of Capital One, N.A.,  Movant,  v.  William Adrian Harton and Ariel Keyana Harton,  Respondents.	Chapter 7 Proceeding No. 2:20-bk-02514-DPC  MOTION FOR RELIEF FROM THE AUTOMATIC STAY  Property Description: 2014 Chevrolet Malibu VIN 1G11B5SL6EF157029  (hereafter the "Collateral")						
21	Capital One Auto Finance, a division of	Capital One, N.A. (hereafter the "Movant" or						
22	"Creditor") is a creditor possessing a lien upo	n property more particularly described below.						
23	Movant contends it is entitled relief from the automatic stay because the contract secured by the							
24	Collateral is in default. Relief is requested under 11 U.S.C. §362(d)(1) and (d)(2) and (h)(1)							
25	Movant requests the court to find:							
26	a. That cause exists to terminate the ar	atomatic stay;						

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- b. If the Court declines to lift the stay immediately, adequate protection payments be made pursuant to Bankruptcy Code § 361;
- c. Waiving the fourteen (14) day provision of Bankruptcy Rule 4001(a)(3) that would stay the effectiveness of any Order is appropriate;
- d. That any Order lifting the stay will be binding in the event this matter is converted to another proceeding under the Bankruptcy Code; and,
- e. That Movant may file an amended proof of claim for any deficiency balance within thirty (30) days of disposition of the Collateral, or by the claims bar date, whichever is later.

The following Memorandum of Points and Authorities support this Motion.

#### MEMORANDUM OF POINTS AND AUTHORITIES

- 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157(b)(2)(G) and 11 U.S.C. § 362.
- 2. **William Adrian Harton and Ariel Keyana Harton** shall be referred to as are the "**Debtors**". Ariel Harton executed and delivered to Creditor a contract (hereafter the "**Contract**").
- 3. Repayment of all amounts due on the Contract is secured with the following described collateral:

#### 2014 Chevrolet Malibu VIN 1G11B5SL6EF157029

(hereafter referred to as the "Collateral")

- 4. Exhibit 1 is a true and correct copy of the Contract and it is incorporated herein by reference.
- 5. The Creditor's lien on the Collateral is properly perfected. See Exhibit 2: Records from the Arizona Department of Transportation, Motor Vehicle Division reflecting Creditor's lien.
- 6. Movant is the owner and holder of the Contract and the documents securing repayment of all amounts due.

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- 7. Payments have not been made pursuant to the terms of the Contract and the failure to make timely payments prejudices Creditor.
  - 8. There is little or no equity in the Collateral.
  - 9. The amount of the debt as of the Petition date was \$11,560.88.
- 10. The Kelley Blue Book ("**KBB**") values the Collateral at \$7,589.00. See Exhibit 3: Valuation Evidence.
  - 11. Debtors intend to surrender the Collateral to Creditor. See Exhibit 4.
  - 12. Movant is entitled to relief from the Automatic Stay for cause.
- 13. Movant further request the Court waive the provisions of Bankruptcy Rule 4001(a)(3), which would stay the order for relief until the expiration of 14 days after the entry of the order.
- 14. Movant requests proof of insurance be provided. If proof of insurance is not provided, Movant asserts as an additional ground for stay relief, the failure to provide insurance on the Collateral.
  - 15. A copy of the proposed form of order is attached.

#### LEGAL ANALYSIS

Pursuant to Bankruptcy Code § 362(d)(1) relief from the automatic stay shall be granted "for cause," including, without limitation, lack of adequate protection. See, 11 U.S.C. §362(d)(1). In addition, a party with an interest in property is entitled to relief from the automatic stay if: (i) the debtor lacks equity in the property, and (ii) the property is not necessary for an effective reorganization that is in prospect. See, 11 U.S.C. § 362(d)(2); United Sav. Ass'n of Texas v. Timbers of Inwood Forest Assoc., Ltd., 484 U.S. 365, 108 S. Ct. 626, 98 L.Ed.2d 740 (1988).

#### REQUEST FOR RELIEF

For the reasons set forth above, Movant respectfully requests the following:

A. That cause exists to terminate the automatic stay;

			L INSTAL	(WIT	SALE CONTRA H ARBITRATIO			ARGE
Buyer Name and (Including County	Address and Zin Code		COPA	Co-Buyer	Name and Address County and Zip Co	,	Seller-Credit	tor (Name and Address)
ARIEL HART 6822 S 44T LAVEEN, AZ	DN H LANE 85339	,		NA			6725 E.	ED BENZ & BEEMER MCDOWELL RD NALE, AZ 85257
You, the Buyer (and on the front and ba- funds according to t	Co-Buyer, if an ck of this contr he payment so	iy), may bi act. You a shedule be	uy the vehicl gree to pay slow We will	below for the Seller -	cash or on credit. By - Creditor (sometime finance charge on a	signing this contract, s "we" or "us" in this daily basis. The Tru	you choose to buy	the vehicle on credit under the agreements unt Financed and Finance Charge in U.S. osures below are part of this contract.
New/Used	Year	N.	fake Model	Odomete		nicle Identification N		Primary Use For Which Purchased
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							VA	Year SELLERS INITIALS
FOR USED VEHICLES ONLY  FOR USED VEHICLES ONLY  FOR USED VEHICLES ONLY  FOR Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated. ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEMS! AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:  ATENCION COMPRADOR: FIRME AQUI SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHICULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y QUE USTED ESTA DE ACUERDO EN COMPRAR EL VEHICULO BAJO ESTOS TERMINOS:  1. M9  2. M9  2. M9  3. NS								
XBuyer Si	yA gns			NA	(Date)	X NA Co-Buyer	Signs	(Date)
WARRANTIES Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, except as described above for used vehicles. Making no warranties means that the Seller is selling the vehicle as is – not expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose.  This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.								
☐ IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO  NO COOLING OFF PERIOD								
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel if if the seller agrees or for fegal cause, You cannot cancel the contract simply because you change your mind. This notice does not apply to home solicitation sales.  You acknowledge an express intent to grant a security interest in the vehicle and horeby valve and abandon all personal property examplions granted upon the vehicle, which is the subject of this, contract. NOTICE: BY GIVING US A SCRUPITY INTEREST IN THE VEHICLE. YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO 81 AND STATE THE THOM PROCESS.  HOW THIS CONTRACT CAN BE CHANGED. This contract contains a every separate function of the property of the proper								
YOU ACKNOWLEDGE THAT YOU HAWE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. You signe to the terms of this contract. ANY INSURANCE REFERRED TO IN The Arizona Department of Financial You confirm that before you signed this "HIS CONTRACT DOES NOT INCLUDE Institutions regulates the Seller and can contract, we gave it to you, and you LIABILITY COVERAGE FOR BODILY be confacted at 2910 North 44* Street, were free to take it and review it. You NOW AND PROPERTY DAMAGE SUIts 310, Phocasin, Arizona 85016, (602) confirm that you received a completely CAUSED TO OTHERS.								
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X Co-Buyer Signs		SEE	BACK F	Date	ER IMPORTAN		AGREEMENT	Titte S.

Exhibit 1

Case 2:20 bk/02514-DFC 33 Filed 08/19/20 Entered 08/19/20 14:25:10 Desc

#### OTHER IMPORTANT AGREEMENTS

- FINANCE CHARGE AND PAYMENTS
  a. How we will figure Finance Charge. We will figure the Finance Charge on a daily best at the Annual Percentage Rate on the unpaid part of the Annual Financed with a day counted as 1765th of a year (or 1565th or 1464).
  b. How we will apply payments. We may apply sach payment to the early payments are to the payment of the Annual Financed and to other amounts you owe under this contract in any order we choose.
- other amounts you owe under this contract in any order we choose. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day if is due. Your Finance Charge, Total of Payments, and Total Sale Price with ernor of you pay that and lose if you pay early. Changes may take the form of a larger or smaller final payment. We will seen the form of a larger or smaller final payment. We will seen day to a charge final payment with a smaller final payment. We will seen do you a notice telling, you about lesse changes before the final schouled payment is due. You may prepay. You may prepay all or part of the unpaid and of the Amount Finance charge short finance change and all other amounts due up to the date of your payment.

- you do so, you must gay three earned and unique part of the Finance Charge and all other amounts due up to the cate of your psymeth.

  2. \*YOUR OTHER PROMISES TO US

  a. If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

  5. Using the vehicle, You agree not to remove the vehicle from the U.S. or Canada, or to self, rent, tease, or transfer any interest, in the vehicle or his contract without our written any interest, in the vehicle or his contract without our written self. If we gay any repair bits, storage bits, trass, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

  5. \*Cut you have a security interest in:

   The vehicle and all parts or goods put on it.

   All money for goods received proceeds) for the vehicle, we income for you, and, so, were, or other contracts we income for you, and, so, which is contract. It also received from insurance, maintenance, service, or other contracts we income for you, and, so, when you have income to you, and you wow on this includes any refunds of premiums or charges from the contracts. This secures payment of all you ove on this contract. It she secures your other agreements in this contract. It so secures your other agreements in this contract. You will make sure the title shows our security interest for be the contract. We may see that they were the weard of the contract is all you do not have this insurance, we may it was on the vehicle.

  You agree to have physical damage insurance covering loss of or damage insurance. If we decide to buy physical damage insurance. If we decide to buy physical damage insurance. If we decide to buy physical damage insurance. We may distribute for the term of his contract. The insurance must cover our interest. If we buy either type of insurance we will tell you with by yee and the charge you must

  - the vehicle.
    What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges; we will subtract the refund from what you owe.

#### 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES.

- OU PAY LATE OR BREAK YOUR OTHER PROMISES

  You may owe late charges, You will pay a late charge on teach late payment as shown on the front. Acceptance of a tate payment or late charge does not excuse you'r late happened or late charge does not excuse you'r late happened or late charge does not excuse you'r late happened or late charge does not excuse you'r late you happened you may have to pay all you owe at once. If you break your promises (eletaut), we may demand that you'pey all you owe on this contract at once. Detail means.

  You do not pay any payment on time.
  You start a proceeding in bankruptcy or one is started against you not you property.

  You start a proceeding in bankruptcy or one is started against you will down will be the unpaid port of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- Debrots Lability for Failure to Return Wehlder It you are loaders that may be a more than the state of the state of the index that, we may sand you a notice of default. It is untawit, for fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on the contract. It is your responsibility to keep, the listed address current. Inlawful failure to return a motor vehicle subject to a security interest is a class of leiony. Assuming there are no agravating correntances, and you have no prior felory convictions, the maximum penalty is 1.5 years in prison and a \$150,000 firm.

- d. You may have to pay collection costs. If we hire an attorney to collect what you owe; you will pay the attorney's fee and court costs as the law allows. You will also pay any reabonable collection costs we incur as the law allows.
  We may take the whole form you if we do so peacefully and the law allows it. If you're whole has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the whole, any accessorials, equipment, and replacement, who whole, any accessorials, equipment, and replacement has whole, any accessorials of you allow the properties. If you don't also frhese letters back, we may dispose of them as the few allows.
  I how you can get the vehicle back if we take it. If we

- If any personal items are in the ventice, we may store intenfor you of your expense. If you do not lask for these items
  back, we may dispose of them as the lew allows with the proback, we may dispose of them as the lew allows. We have the responses the vehicle, you may pay to get at the ker. If we responses the vehicle, we may be you get at the ker. If we response the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle.

  9. We will self the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle, we will sell you a written notice of sale before selling the vehicle.

  We will apply the money from the sale, less allowied we have a selfWe will apply the money from the sale, less allowied or selfwill apply the money from the sale, less allowied or selfcholding II, preparing if or sale, and selling II. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surphis), we will pay it you unless the law requires us to pay it to someone size. If money from the sale in often output to pay the amount you over your must pay the rest to us unless the law permits are also allowed expenses. If any money is left (surphis), we will pay it you unless the law requires us to pay it to someone size. If money from the sale in often output to pay the amount you over your must pay the rest to us unless the law provides otherwise. If you do not also a fair not exceeding the highest lawfur lea until you pay?

  Not the may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts in the contracts and concell them to or repair the vehicle. If the vehicle is a total loss because it is conforced, damaged or stolen, we may claim benefits under these contracts and cancel them to ottain refunds of uncertained charges to reduce with yo
- 4. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guie para compradores de vehículos usados. La información que ve en el formulario de la venidad. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

#### 5. SERVICING AND COLLECTION CONTACTS

SERVICING AND COLLECTION CONTACTS You agree that we may try to contact you in writing, by e-mail, or using prerecorded/draftificial voice messages, text messages, and automatic teleprione dislaing systems, as the text allows. You also automatic teleprione dislaing systems, as the text allows. You do any address or teleprione number you provide us, even if the teleprione number is a cell phone number or the contact results in a challege to you.

Georgia law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

recorate law and the law of the souther complete on the content.

SELLER'S RIGHTS IN ABSENCE OF CREDIT APPROVAL:

(a) You agree to furnish us any documentation necessary to verify information contained in the credit application. (b) You additionable that it may take a few days for us to verify your credit and assign this contract. In consideration of our agreeing objective the vehicle, you agree that if wa are unable to assign the contract to any one of the filmough installations with other contract to any one of the filmough installations with a complete to us, we may cancel this contract (c) in this given the contract to any one of the filmough installations with other complete to us, we may cancel this contract (c) in this price of the cancellation. Upon delivery of such notice, you shall immediately return the vehicle to us in the same condition as when sold reasonable to use the acceptable to us and the contract, the shall give you notice of the cancellation. Upon delivery of such notice, you shall immediately returned to us your admitted to use the contract to response the vehicle in the contract. (a) this contract to response to you all consideration we received in the contract to response to the vehicle with the circlete, (d) in the event the vehicle is not immediately returned to us your shall be liable to us for all expenses incurred by us in obtaining possession of the vehicle, including attorney's face, and we shall always the right to responses the vehicle with five right of entry wherever the vehicle may be found, as the law allows, (e) While the vehicle is not run of all right of last contract, including those relating to use of the vehicle and insurance for the vehicle and insurance for the vehicle and a first of loss or camage in equil costs related to any damage stratuned by the vehicle while require costs related to any damage stratuned by the vehicle while require the vehicle in the contract of the vehicle with the contract of the vehicle in the contract of the vehicle with the contract of t

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER 31 THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household: use: in all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the manufacture of the vertice or equipment official curried to contract.

The undersigned, jointly and severally, guarantee payment of all amounts owing under this contract and the payment upon demand of the ordine amount owing on this contract in the event of default in payment by Buyer carend therein. The undersigned valves notice of performance, and a proper payment that the payment of the

Marital Community Property Joinder. The undersigned spouse of the Guarantor join secultion of this guaranty for the purpose of binding the marital property of the Guarantor, and the undersigned in accordance with A.R.S. § 25-214 or other applicable law. THE UNDERSIGNED SPOUSE OF THE GUARANTOR ACKNOWLEDGES RECEIPT FROM THE SELLER, PRIOR TO SIGNING BELOW, OF A SEPARATE "NOTICE TO COSIGNER."

Scouse of the Guarantor

- ABRITRATION PROVISION

  PLEASE REVIEW IMPORTANT AFFECTS YOUR LEGAL RIGHTS

  ETHER YOU OR WE MAY CHOOSE TO HAVE ANY OISPUTE BETWEEN US BECIEVE BY ABRITRATION AND NOT IN COURT OR BY JURY
- TRIAL.

  IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE ACAMST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

  DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU ARD WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

3. OISCOVERY AND RIGHTS TO APPÉAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. ARE CREATED TO A LAW SHOW AND A

# MARIZONA CERTIFICATE OF FITTE



Exhibit 2

Inventory Control

Vehicle Identification Number 1G11B5SL6EF157029

2014

Make CHEV Model Malibu Body Style 4DSD

CAPITAL ONE AUTO FINANCE

PO BOX 660068

SACRAMENTO, CA 95866

Title Number

Issue Date

Odometer Reading (no tenths)

024D018002045

Arizona Brands

1/2/2018

Actual

Previous Title Number

State

Issue Date

Other States With Brands

Owners

Ariel Keyana Harton

Laveen, AZ

Owner

Lienholder(s) as of the print date and lien effective date (Additional liens may exist. Check Vehicle Title Status on https://azmvdnow.az.gov to find all current liens.)

CAPITAL ONE AUTO FINANCE INC

Po Box 660068

Sacramento, CA

#### Exhibit 3

Home / What's My Car Worth / Category & Style / Options & Condition / LS Sedan 4D

Advertisement

My Car's Value 2014 Chevrolet Malibu LS Sedan 4D

near Phoenix, AZ 85003 9

Mileage: 95,000 🖉

**Edit Options** 

4.3 (179 Ratings) Write a review

# **Compare Your Values**

Use these values to help make a confident decision on whether to sell, trade or donate your car.

**Private Party Instant Cash Offer** Trade-in **Donate Your Car** 







Condition: Good

Valid for ZIP Code 85003 through 08/06/2020

4.3 (179 Ratings) Write a review

### 2 See How Others Price Your Car

Set a competitive price when you know what others are asking.

Used 2014

**Chevrolet Malibu** 

\$8,799

Mileage: 90,632

16 miles away

Used 2014

**Chevrolet Malibu** 

\$11,595

Mileage: 86,604

20 miles away

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# AIS Portfolio Services, LP

4515 N Santa Fe Ave Oklahoma City, OK 73118



March 19, 2020

WILLIAM E MARKOV HARTLEY MARKOV LAW 11225 NORTH 28TH DRIVE SUITE B-103, PHOENIX, AZ, 85029

Debtor:

Case No.:

Ariel K Harton

20-02514-DPC-7

RE:

	Creditor: Account No.: File No.:	Capital One Auto Finance, a division of Capital One, N.A.
Dear Sir/Madam:		
	render the following	ervicer of the above-mentioned Creditor. Please be advised that it is our understanding that the Debtor(s) roperty (the "Collateral") securing the Creditor's claim in bankruptcy: 2014 CHEVROLET Malibu Sedan 4I
	as not yet been turne	tor'(s) intention to surrender the Collateral, and to obtain your permission to contact the Debtor(s) directly in lover to the Creditor. Additionally, Creditor requests confirmation from you that the Debtor(s) has no quant to applicable law.
please also provide a curr	ent address where t	below as evidence that you have no objection to the above-described actions taking place at this time; e Collateral is located, and a phone number where we can contact the Debtor(s) to make surrender cknowledged letter by fax, email (email address to be added) or US mail to the number or address at the to
Alternatively, if the Debto immediately.	or has decided not to	urrender the Collateral or if the provisions of this letter are unacceptable for any reason, please contact Al
		Sincerely, AIS Portfolio Services, LP
ACKNOWLEL A	ND AGREED TO	SY: Collateral Location: 13625 S 48TH ST, APT 2025 PH0ENIX, AZ §5044
WILLIAM EMARKOV (Attorney for the Debtor(s))		Debtor

#### 1 2 3 4 5 UNITED STATES BANKRUPTCY COURT 6 DISTRICT OF ARIZONA 7 In re: **Chapter 7 Proceeding** 8 William Adrian Harton and Ariel Keyana No. 2:20-bk-02514-DPC 9 Harton, 10 [PROPOSED] Debtors. 11 ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC Capital One Auto Finance, a division of Capital 12 **STAY** One, N.A., 13 **Property Description:** Movant, 14 2014 Chevrolet Malibu VIN 15 1G11B5SL6EF157029 William Adrian Harton and Ariel Keyana 16 Harton, 17 Respondents. 18 Pursuant to the Motion for Relief from the Automatic Stay (the "Motion") filed by Capital 19 One Auto Finance, a division of Capital One, N.A. (the "Creditor" or "Movant") relating to the 20 Collateral described as 2014 Chevrolet Malibu VIN 1G11B5SL6EF157029 (hereafter the 21 "Collateral") having been duly noticed and there being no objection: 22 IT IS ORDERED terminating the automatic stay as to the Collateral. 23 IT IS FURTHER ORDERED that all stays, including without limitation, confirmation 24 orders, injunctions, restraining orders, and the automatic stays provided by 11 U.S.C. § 362 and § 25 524, be vacated with respect to the Collateral, or modified to permit Creditor or its successors and 26

assigns, agents, attorneys, employees and such other persons as the Court shall deem appropriate to take any and all lawful actions to enforce its valid legal remedies with regard to the Collateral under the subject Contract, and non-bankruptcy law, including without limitation the rights (to declare all sums to be immediately due and payable) and to obtain possession of the Collateral through any lawful action.

IT IS FURTHER ORDERED waiving the fourteen (14) day provision of Bankruptcy Rule 4001(a)(3) that would stay the effectiveness of this Order because the Debtors intend on surrendering the Collateral to Creditor.

IT IS FURTHER ORDERED this Order is binding in the event this matter is converted to another proceeding under the Bankruptcy Code.

IT IS FURTHER ORDERED Movant may file an amended proof of claim for any deficiency balance within thirty (30) days of disposition of the Collateral, or by the claims bar date, whichever is later.

### [Signed and dated above]